



CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

Istanbul – Turkey

July 01, 2016

To whom it may concern:

Enclosed are the Solicitation Package to replace the Buderus GE315 natural gas boiler located at the Consul General's Residence (CGR) at Arnavutkoy / Besiktas with modular heating system (cascade system) compatible with current piping and systems as described in the attached solicitation.

American Consulate representatives will meet with the interested parties to show the place and to answer questions on July 21, 2016 at 13.30am. at Boyali Kosk sok. No:4 Arnavutkoy. Any additional questions can be sent to ozayassx@state.gov or UnalM@state.gov by mail latest July 25, 2016 by 10am.

The American Consulate will respond in writing to all questions received during the meeting or submitted by the mail no later than July 26, 2016 by 3pm.

Bids will be due no later than August 10, 2016 - 2pm. and should be delivered to the Consulate in a sealed envelope. No bid will be accepted after this required delivery date and time.

Please call Ms. Sibel Ozayas at telephone 0212-335 9332 latest, July 18, 2016 to provide name of the person(s) who will attend the meeting from your company as we require names for security requirement.

Thank you for your interest.


Robert Barkenhagen

Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER S-TU-460-16-Q-1008		PAGE 1 OF		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE (mm-dd-yyyy) 07-01-2016		4. ORDER NUMBER		5. SOLICITATION NUMBER S-TU-460-16-Q-1026		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Sibel Ozayas			b. TELEPHONE NUMBER (No collect calls) 0212-335 9332		6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 07-01-2016	
9. ISSUED BY American Consulate General Contracting Officer Kaplicalar Mevkii Istinye/Istanbul				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR NAICS: SIZE STANDARD:				
				<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
15. DELIVERY TO American Consulate General B&F Section Kaplicalar Mevkii Istinye/Istanbul Same as 9				16. ADMINISTERED BY Same as 9				
17a. CONTRACTOR/OFFEROR Prospective bidders		18a. PAYMENT WILL BE MADE BY American Consulate General Istanbul - Turkey						
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
1	Replacement of CGR Boiler (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy) YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED (mm-dd-yyyy)		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED (mm-dd-yyyy)		
				Robert Barkanhagen - Contracting Officer				

NATURAL GAS BOILER REPLACEMENT AT CGR

Solicitation number: S-TU-460-16-Q-1026

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

Consulate General of The United States of America (Government) is planning to replace the Buderus GE315 natural gas boiler located at the Consul General's Residence (CGR) at Arnavutkoy / Besiktas with modular heating system (cascade system) compatible with current piping and systems per the specifications and scope below.

This scope mainly contains four different types of proficiencies all in one contract which are:

1. MECHANICAL DISASSEMBLY and INSTALLATION
2. CREATING A FULL SET OF DRAWINGS AND CALCULATIONS TO SUBMIT LOCAL
AUTHORITIES AND CONSULATE
3. OBTAINING THE NECESSARY APPROVALS / PERMITS FROM LOCAL AUTHORITIES
4. TESTING & COMMISSIONING

B.2 TYPE OF CONTRACT

This is a fixed price contract for replacing Buderus GE315 modular natural gas boiler located at CGR. The fixed price will include all work, including furnishing all labor and tools to perform described services, overhead, and profit, unless otherwise specified.

B.3 PRICES/COSTS

B.3.1. All prices shall be fixed price in Turkish Lira.

B.3.2. WORK TASKS IN GENERAL

1. SAFETY FIRST! At all times observe good safety practices when working with either the electrical or mechanical systems. Work very closely with the designated COR for safety issues and for all the processes within this contract. Contractor shall bring the concerns to COR when necessary and shall follow the instructions given by COR.
2. To dismantle current Buderus GE315 boiler, accessories and equipment related to the boiler and dispose them properly. (Boiler, burner, control panel, natural gas piping, etc.)
3. Remove and dispose of in the proper manner all old equipment and debris.

4. To modify the chimney, air ducts and natural gas piping in and around the boiler room as required by local authorities and per manufacturer's recommendations. Just for informational purposes, a hardcopy of CGR's approved IGDAS natural gas blueprint drawings and a copy of boiler room drawings will be given to the contractors before awarding of this contract. If necessary, the contractor shall install an exhaust and/or ventilation fan to the current air ducts within this contract.
5. To obtain the necessary approvals and permits from local authorities regarding the new cascade heating system to be installed at the CGR.
6. To install the new cascade heating system in the boiler room meeting the requirements of local authorities as well as requirements in section B.
7. Testing and commissioning of the new cascade heating system after the completion of installation. Additionally 1 hour of training shall be provided for Consulate staff.

All these tasks require synchronized planning, sequencing, adjusting and testing done by the contractor within this scope of work.

Contractor shall inform and coordinate with the customer (designated Consulate employee as Contracting Officer Representative – COR) about its work schedule and strictly comply with approved schedule(s) since it's crucial to limit access in and out of the compound.

Contractor shall also take into consideration that there might be delays, breaks, emergency alterations and or cancellations to approved work schedule due to un-foreseen reasons, and it is the contractor's responsibility to adjust and accept those requirements by the customer.

C. TECHNICAL REQUIREMENTS OF THE NEW CASCADE HEATING SYSTEM

1) Type of heater system:

-Condensation type cascade natural gas heating units with modulated flame control and its circulation pump.

-The new Buderus cascade heating system shall have built-in heat exchanger to ensure maximum efficiency (preferably no less than %109 efficiency). The system circulation pumps and 3- way valves shall also have anti-blocking system.

- All the piping, natural gas, electricity and other components shall be calculated and assembled accordingly.
- The system shall be compatible with the current secondary circulation pumps and groups. This will be discussed with the vendors on site during the site visit.

2) Capacity of the heater system:

- The total heating capacity shall be approximately 300kW to be provided by several flame modulated heating units. Ideally, the new cascade system shall provide enough heating (minimum of 200 kWh) in case one of the units fails.

D. PRICE

Price should be given in two lines as shown below;

1. Material
2. Labor (including transportation + administrative cost and profit)

E - DELIVERIES OR PERFORMANCE

E.1 52.252 2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arinet.gov/far> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.242-14	SUSPENSION OF WORK	APR 1984

E.2 PERIOD OF PERFORMANCE

The contract shall be effective on the date of the Contracting Officer's signature. Work plan should be done within cooperation of COR.

F. 1 DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver to:
Bios on Personnel	1	10 days after award	COR
Licenses & Permits	1	10 days after Notice of Award	COR

F.2 NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly, and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

F.3 WORKING HOURS

All scheduled maintenance work shall be performed during work days between 8.00am to 600pm including weekends and Turkish and American Holidays. Other hours, initiated by the Contractor, may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be cause for a price increase.

F.4 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include (1) acts of God or of the public enemy, (2) acts of the United States Government in either its sovereign or contractual capacity, (3) acts of the government of the host country in its sovereign capacity, (4) acts of another contractor in the performance of a contract with the Government, (5) fires, (6) floods, (7) epidemics, (8) quarantine restrictions, (9) strikes, (10) freight embargoes, (11) delays in delivery of Government furnished equipment and (12) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

Changes in work hours will not be cause for a price increase.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated, provided, that the designee shall not change the terms or conditions of the contract.

(b) The COR for this contract is the Facilities Supervisor.

G.1.2 Duties

The COR is responsible for administering the contract. These duties include review of Contractor invoices, including the supporting documentation required by the contract and other administrative actions needed for this contract and for inspection and acceptance of the work with the approval of Contracting Officer or Facility Supervisor.

G.2 PAYMENT

G.2.1 General

The Contractor's attention is directed to Section I, 52.232-1, "Payments", and 52.232-5, "Payments Under Fixed-Price Invoices shall be submitted in an original to the Contracting Officer's Representative (COR) at the American Consulate General – Istinye / Istanbul. Payment term 30 days after invoice receipt.

Invoice for the material can be given on the date of the delivery.

Invoice for the Labor can be given once the project is completed and accepted by the COR.

G.2.2 Detail of Payment Requests

Payment will be made in the currency mentioned on the invoice with no VAT included. Upon request, a copy of the VAT exemption card can be provided.

USD payments can be made for an invoice provided in USD and electronic fund transfer (EFT) can be done to the contractor's EFT account. Processing time is 30 days

For USD payments please fill in the following

Bank Name

Branch

Swift no.

For TL payments

Bank Name

Branch

Iban no

Is required.

G.2.3. Payment

In accordance with FAR 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

G.3 RECORDKEEPING REQUIREMENTS

The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain as a minimum, the following items:

Work Schedule

Progress reports related with the work.

Compliance report

H. SPECIAL CONTRACT REQUIREMENTS

H.1 ORDERING OFFICIAL

In accordance with FAR 52.216-18 ORDERING (OCT 1995), the designated ordering individual for this contract is the Contracting Officer.

H.2.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the facilities without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.2.2 Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.2.3 CERTIFICATE OF INSURANCE

Contractor must provide a copy of all employees legally required social security (Sosyal Sigorta Kayitlari) records to the COR with the list of the names given for Security Check

H.3 RESPONSIBILITY OF CONTRACTOR

H.3.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. **If contractor refuse to take proper action to any damage or injury of a person, in such cases Government will have the right to hold payment until its resolved by the Contractor.**

H.4 MAINTENANCE OPERATIONS

H.4.1 Operations and Storage Areas

(a) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.4.2 Use Of Premises

(a) Access limited. The Contractor, and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.4.3 SAFETY

H.4.4 Accident Provision

(a) General. The Contractor shall provide and maintain work environments and procedures that will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall--

(1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and

(2) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

H.4.5 CONTRACTOR PERSONNEL

H.4.5.1 Maintenance Personnel Security

After award of the contract, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take fifteen days to perform. For each individual the list shall include:

Full Name

Place and Date of Birth

Current Address

Identification number

Copy of the ID card (nufus cuzdani)

Failure to provide any of the above information may be considered grounds for rejections and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge may be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

H.4.5.2 Standards of Conduct

(a) General. The contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

(c) Intoxicants and Narcotics. The contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

(d) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

H.5 MATERIALS AND EQUIPMENT

H.5.1 Selection and Approval of Materials

(a) Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Contractor is responsible for providing list of the materials with their prices that need to be replaced to the COR and after approval can take proper action.

H.5.2 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.5.2.1 Shipment and Customs Clearance

(a) Costs to be borne by Contractor. The Contractor is responsible for ordering and paying all charges, whatsoever, for the materials listed in Exhibit C incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the compound. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties, unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

If any other materials needed that are not listed in Exhibit C during the contract period for an unexpected repair request, this part/parts will be ordered with the approval of the Government by the Contractor and all items must be send for the name of the American Consulate General in Istanbul/Turkey. The Government will do customs clearances and the Government will also pay all related costs.

(b) Duty-free clearance. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions, (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry.

(c) Customs Clearance. The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for the items not listed in Exhibit C, materials and equipment, which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, parts listed in Exhibit C, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

H.5.4. SPECIAL WARRANTIES

H.5.4.1 Warranty Information

The contractor shall obtain manufacturer's warranty period (preferably at least 2 years) under this contract. The Consulate will also be asking for at least 10 years of parts and service availability for the new heating system.

H.6 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop or suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause. See FAR 52.252-14, Suspension of Work.

H.7 CONTRACTOR INVENTORY PROGRAM

The Contractor shall establish a plan to include written maintenance, use, and inventory programs for all property, equipment, and materials used in performance of the contract. The inventory system shall ensure that preventive maintenance spare parts are in stock when needed. This applies to Contractor furnished materials. Use of these procedures shall ensure that the property, equipment, and materials, will be used only for those purposes authorized in the contract. The inventory program shall include procedures for conducting physical inventories, including scheduling, responsibilities, and record keeping, for all property, equipment and materials used by the Contractor. Negligent use of Government furnished property that results in damage or destruction is cause for repair or replacement at the Contractor's expense.

SECTION I - CONTRACT CLAUSES

I.1 52.252 2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS (Alternate I MAY 2001)	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT ALT I	FEB 1997
52.222-1	52.222-1 OTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997

52.222-19	52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2004
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.228 –4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	FEB 1992
52.228-13	ALTERNATIVE PAYMENT PROTECTION	JUL 2000
52.228-14	IRREVOCABLE LETTERS OF CREDIT	DEC 1999
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	MAY 2001
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (applicable to individual delivery orders)	SEP 2002
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACT (applicable to individual delivery orders)	OCT 2003
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989

52.232.34	52.232.34 PAYMENT BY ELECTRONIC FUNDS TRANSFER –MAY 1999 OTHER THAN CENTRAL CONTRACTOR REGISTRATION	
52.233-1	DISPUTES Alternate I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	APR 1991

52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE II (APR 1984)	AUG 1987
52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (ALTERNATE I - APR 1984)	JUN 2003 APR 1984
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND (SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

(The following clause is applicable to repairs negotiated under individual task orders)

52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION)	APR 1984
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I.2 52.203 08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this this contract.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.7 652.243-70 NOTICES (AUG 1999)

Any service notices will be done by the COR either by-e-mail or a phone call. Task order will be filled in when service provided and signed by the both parties.

I.8 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be joint venture partner, then joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.9 652.216-70 - ORDERING - INDEFINITE - DELIVERY CONTRACT. (DEC 1994)

The Government shall use one of the following forms to issue orders under this contract:

(a) Standard Form (SF26), Purchase Order; or

(b) Optional Form (DS) 127, Receiving Report and Voucher;

I.10 652.228-70 INDEMNIFICATION. (JULY 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.